

TRIDENT LAND TRANSFER COMPANY LP
431 West Lancaster Avenue, Devon, PA 19333
Agent for
COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 16TLT00042PA

SCHEDULE A

1. Commitment Date: May 26, 2016 at 12:00 AM

2. Policy (or Policies) to be issued:

(a) Owner's Policy

Amount

Proposed Insured:

\$0.00

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership

4. The land referred to in the Commitment is described as follows:

100 Devereux Road , Glenmoore, PA 19343

SEE SCHEDULE C ATTACHED HERETO

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 16TLT00042PA

SCHEDULE B - SECTION I REQUIREMENTS

The following are the requirements to be complied with:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:

Deed from Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership to .
5. Instrument(s) satisfactory to us, creating the estate or interest to be insured must be executed, delivered and filed for record.
6. Payment of full consideration to or for the account of the grantors or mortgagors.
7. Payment of the premiums, fees and charges for the policy.
8. Possible unfiled mechanics liens and municipal claims.
9. Terms of any unrecorded lease or rights of parties in possession.
10. Proof that all natural persons in this transaction are of full age and legally competent.
11. Proof of identity of parties as set forth in Recital.
12. POWERS OF ATTORNEY: If any party to the settlement intends to use a Power of Attorney at settlement, a copy of such Power of Attorney must be submitted for review in advance of settlement. Failure to comply with this requirement may result in the postponement of the settlement. Acceptability of the Power of Attorney for purposes of completion of settlement is within the discretion of the insurer.
13. Proof to be provided that any individuals holding record title have not, subsequent to acquisition of title, been a party to any divorce proceedings, whether currently ongoing or completed prior to the transaction that is the subject of this report/commitment. In the event such divorce proceedings have occurred, same to be examined and possible additional exceptions and requirements to be added. This requirement applies only to individuals and is not applicable if record owner is an LLC, LP, Corporation or other business entity.
14. Information must be furnished concerning the Social Security Number(s) and/or the Tax Identification Number(s) and future addresses of grantors for the completion of Substitute Form 1099 at the Closing of Transaction.
15. Proof that no parties to this transaction are involved in bankruptcy proceedings; if bankruptcy has been filed, same to be examined; possible additional requirements/exceptions to be added.

SCHEDULE B - SECTION I

(Continued)

16. Satisfactory evidence should be provided that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.
17. TAXES:

Receipts for Township, County and School Taxes for the three prior years to be produced.
Township, County and School Taxes for the current year 2016
Assessment \$252,170.00
Tax ID / Parcel No. 31-4-73.1
18. WATER AND SEWER RENTS: Receipts for Water and Sewer Rents for the three prior years to be produced. Water and Sewer Rents for the current year 2016.
19. MECHANICS AND MUNICIPAL CLAIMS: NONE
20. MORTGAGES:
 - a. Amount: \$6,000,000.00 Open End Mortgage, Security Agreement and Fixture Filing
Mortgagor: Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership
Mortgagee: The Bancorp Bank
Dated: 5-31-2012 and Recorded 6-8-2012 in Record Book 8443 Page 1218. Assignment of Leases and Rents in Record Book 8443 page 1243. Mortgage Modification Agreement in Record Book 8481 page 1721. Assignment Modification Agreement in Record Book 8481 page 1733.
 - b. Note: The above mortgage appears to be an OPEN END MORTGAGE securing future advances. If this mortgage is to be paid in full/satisfied and removed from the policy to be issued on this matter, the equity loan account is to be closed or frozen before the payoff is issued. For further information on this requirement please review and comply with Company Underwriting Bulletin - No. 2011-RC-01.
21. JUDGMENTS:
 - a. Plaintiff: Bancorp Bank The 1818 Market Street 28th Floor Philadelphia, Pa 19103
Defendant: Valhalla Brandywine Partners, L.P. 1500 Chestnut Street suite LM Philadelphia, Pa 19103
Filed: 10-9-2015 No. 2015-09509-JD in the amount of \$6,139,513.55
22. Prior to settlement, search of statewide support lien system (<http://www.childsupport.state.pa.us>) to be performed to determine the existence of support arrearages, if any. Company or its Agent to be provided with social security numbers of all natural persons that are a party to the transaction so that this search can be performed by the closing officer no more than 30 days in advance of closing.
23. Names of all relevant parties to the within real estate transaction to be searched prior to closing to verify that they are not Specially Designated Nationals subject to the provisions of President's Executive Order Targeting Terrorist Assets.
24. Owner's Affidavit on Company form to be executed by sellers or mortgagors and filed with Company.
25. Possible additional Company approvals, which approvals depend on liability amount as shown on Schedule A, currently designated as TBD.
26. Certificate forming Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership, a Limited

SCHEDULE B - SECTION I

(Continued)

Partnership, to be filed in the Department of State.

27. Partnership Agreement of Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership to be produced, examined and possible additional requirements to be added.
28. Names of all General Partners and proof that they are all of the General Partners of Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership a Limited Partnership, to be furnished and additional searches made.
29. Present deed to be made by Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership, a Limited Partnership with the joinder of all General Partners.
30. Name of mortgagor to be furnished and additional searches made.
31. Last Insured: Brendan Abstract Company Inc; No. #12-0447VALHALLA; Dated: 7-11-2012; Amount: \$1,305,000.00.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 16TLT00042PA

SCHEDULE B - SECTION II EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this report.
2. Rights or claims of parties in possession of the land not shown by the public record.
3. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
5. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
6. Stream of water flows through premises hereon, subject to rights of other riparian owners abutting stream.
7. Rights of the public and others entitled thereto in and to the use of that portion of the premises within the bounds of Fairview Road, Devereux Road.
8. Rights granted to Philadelphia Electric Company in Misc. Deed Books 69 page 14, 70 page 167, 112 page 329, and 138 page 307.
9. Rights granted to Texas Eastern Transmission Corp in Record Book 1529 page 187.
10. The Declaration of General Conditions for Covenants in Chester County in Misc. Deed Book 240 page 335, and Contract and Covenant pursuant thereto in Chester County in Misc. Deed Book Record Book 3399 page 416.
11. Resolution No. 94-7, Amendment to Agricultural Security District recorded 6-28-1994 in Record Book 3775 page 1957.
12. Application for Use Value Assessment of Land for Real Estate Tax Purposes Under Act 319 of 1974, Clean and Green in Record Book 4261 page 1858.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 16TLT00042PA

SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN tract of land, with dwelling, barn and other buildings erected thereon, hereditaments and appurtenances, Situate on the East side of Devereux Road (T-410) in the Township of Wallace, Chester County, and Commonwealth of Pennsylvania, bounded and described according to a Survey thereof by K.R. Comstock, Jr. Registered Land Surveyor, Glen Moore, Pennsylvania, dated 10-01-1968, as follow, to wit:

BEGINNING at a nail in the middle of Devereux Road (as shown on said Plan) in the line of Russell Comstock, said point being distant 1,730 feet, more or less, as measured in said road, South from the centerline of Fairview Road (LR 15148); thence from the said beginning point, leaving Devereux Road, by land retained by the grantor herein, Frank Comstock, the following five courses and distances, to wit: (1) South 85 degrees 56 minutes East, 548.60 feet to an iron pin; (2) South 12 degrees 06 minutes East, 377.10 feet to an iron pin; (3) South 29 degrees 11 minutes West, 337.80 feet to a stake in a stone fence; (4) South 71 degrees 24 minutes East, along and in aforesaid stone fence, 730 feet to a stake and (5) South 39 degrees 33 minutes West, 238.50 feet to an iron post, formerly a black oak tree and an original corner of a larger tract of land of which this herein described tract is a part; thence by land of Mort Farr, the following five courses and distances, to wit: (1) South 71 degrees 50 minutes West, along a stone fence, 420.50 feet to an iron pipe; (2) South 89 degrees 45 minutes West, continuing in said stone fence, 200 feet to an iron pipe; (3) North 27 degrees 26 minutes West, 126.30 feet to an iron pipe by a walnut tree; (4) North 64 degrees 33 minutes West, 222.40 feet to an iron pipe and (5) North 54 degrees 23 minutes West, crossing a small spring run, 360.50 feet to a stake in the middle of the heretofore mentioned Devereux Road; thence along in said road, by land of the Grantor, North 29 degrees East, a distance of 185.05 feet to a point; thence by land of the same, and in the public road, North 11 degrees 18 minutes East, a distance of 154.95 feet to a point and still in said road, by land retained by the Grantor and land of Russell Comstock, North 03 degrees 17 minutes East, a distance of 521.40 feet to the place of beginning.

CONTAINING 19.437 acres of land, be the same more or less.

UPI# 31-4-73.1

Being the same premises which Joseph E. Heim, III and Patricia J. Heim, husband and wife by Deed dated 7-11-2012 and recorded 7-18-2012 in Chester County in Record Book 8472 Page 1640 conveyed unto Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership, in fee.

keep trimmed in a workmanlike manner, all trees to provide proper clearance for the safety of operation of the aforesaid facilities as from time to time the Company shall deem requisite or proper for the purposes aforesaid, as well as the further right to permit others to use the poles erected under this grant in order to extend telephone or telegraph service.

Executed this 3rd day of April A. D. 1937.

In the presence of: Harry S. Woodward, \$0.00, Mort F. Farr (SEAL), PENNA, Linnea Farr (SEAL), STAMP

State of Pennsylvania, County of Chester, SS:-

On this 3rd day of April A. D. 1937, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, residing in Coatesville, personally appeared the above named Mort F. Farr and Linnea Farr and in due form of law acknowledged the foregoing Grant to be their act and deed and desired the same might be recorded as such. Witness my hand and Notarial seal the day and year first aforesaid.

Harry S. Woodward, Notary Public, My commission expires Jan 7, 1941, NOTARIAL SEAL

I hereby certify that the actual consideration is \$ 1.00 with mutual benefit and advantages. W. J. Roberts.

Transcribed by: KING, Compared by: MALDEN LINDSEY, Recorded May 10, 1937.

RIGHT OF WAY GRANT, RIGHT OF WAY GRANT, N- 1914

BE IT KNOWN that for and in consideration of the payment by Philadelphia Electric Company to the undersigned of the sum of nine Dollar (\$1.00) and for other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Company, its successors and assigns, is hereby granted by the undersigned the uninterrupted right liberty and privilege to erect operate and maintain such facilities including poles, wires, anchor guys and appurtenances immediately outside the legal right of way limits of a public highway known as Township Road running from Cornog to Fairview Church on the East side thereof as now existing or as may be subsequently established, abutting premises of the undersigned (part of the aforesaid facilities such as wires, cross arms and appurtenances overhanging the said premises immediately adjacent thereto) located at a point approximately 2400 feet north from intersecting highway known as Brook Road and extending north for a distance of approximately 2500 feet, bounded on the south by lands now or late of Mort F. Farr, and on the north by lands now or late of Fairview Church Property in the Township of Wallace County of Chester, State of Pennsylvania, And also the further right and privilege to erect, install, operate and maintain such facilities including underground conduits cables, manholes, gas mains, gas service pipes and appurtenances solely within the legal right of way limits of said Township Road running from Cornog to Fairview Church abutting the above described premises as shall be necessary for the purpose of transmitting and distributing adequate and sufficient electric light, heat, power and gas service to the various residences, premises and other users in the vicinity, including the right of ingress and egress to inspect, renew, repair or remove the said poles, wires, cables, anchor guys, underground conduits, manholes, gas mains, gas service pipes and appurtenances and the right to trim and keep trimmed in a workmanlike manner, all trees to provide proper clearance for the safety of operation of the aforesaid facilities as from time to time the Company shall deem requisite or proper for the purposes aforesaid, as well as the further right to permit others to use the poles erected under this grant in order to extend telephone or telegraph service.

Executed this 19th day of April A. D. 1937.

In the presence of: Harry S. Woodward, \$0.05, (Mrs) Mary E. Miller (Widow) (SEAL), PENNA, STAMP

State of Pennsylvania, County of Chester, SS:-

On this 10th day of April A. D. 1937, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, residing in Coatesville, personally appeared the above-named Mrs Mary E. Miller and in due form of law acknowledged the foregoing Grant to be her act and deed and desired the same might be recorded as such. Witness my hand and Notarial seal the day and year first aforesaid.

Harry S. Woodward, Notary Public : NOTARIAL :
My commission expires Jan. 7th 1941 : SEAL :

I hereby certify that the actual consideration is \$ 1.00 with mutual benefits and advantages.
H. S. Roberts.

Transcribed by: King
Compared by: WILLIAM LONGACRE
Recorded May 18, 1937.

11- 1234

RIGHT OF WAY GRANT
RALPH E. MARTIN ET UX
TO
PHILADELPHIA ELECTRIC COMPANY

ESTATE
WILLIAM
LONGACRE

BE IT KNOWN THAT for and in consideration of the payment by Philadelphia Electric Company to the undersigned of the sum of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, the undersigned hereby give and grant unto the aforesaid Company, its successors and assigns, the uninterrupted right, liberty and privilege to install and maintain on premises of the undersigned located along the southwest side of Marshallton Thorndale Road, extending from lander Annie H. Ebbree on the north, to Strasburg Road on the south, in the Township of West Bradford, County of Chester, State of Pennsylvania, two guy anchors, anchor guys, guy wires and appurtenances for the purpose of stabilizing the pole line along the southwest side of aforesaid Thorndale-Marshallton Road; together with the right of ingress and egress to inspect, renew, repair, or remove the said guy anchors, guy wires and appurtenances. The said guy anchors guy wires and appurtenances are to be located on the aforesaid premises approximately 500 feet northwest of New Strasburg Road, approximately 10 feet west of aforesaid pole line location.

Executed this 10th day of April A. D. 1937.
In the presence of;

Tom Taylor Miller : \$0.05 : Ralph E. Martin (SEAL)
Tom Taylor Miller : PENNA : Alma M. Martin (SEAL)
: STAMP :

State of Pennsylvania, County of Chester, SS:-

On this 10th day of April A. D., 1937, before me, the subscriber a Notary Public in and for the Commonwealth of Pennsylvania, residing in Borough of West Chester, personally appeared the above named Ralph E. Martin and Alma M. Martin, his wife, and in due form of law acknowledged the foregoing Grant to be their act and deed and desired the same might be recorded as such. Witness my hand and Notarial seal the day and year first aforesaid.

Tom Taylor Miller, Notary Public : NOTARIAL :
My commission expires January 1, 1939 : SEAL :

I hereby certify that the actual consideration is \$ 1.00 with mutual benefits and advantages.
H. S. Roberts.

Solicited by: James F. Kane

Transcribed by: King
Compared by: WILLIAM LONGACRE
Recorded May 18, 1937.

11- 1033

RIGHT OF WAY GRANT
RALPH E. MARTIN ET UX
TO
PHILADELPHIA ELECTRIC CO.

ESTATE
WILLIAM
LONGACRE

BE IT KNOWN that for and in consideration of the payment by Philadelphia Electric Company to the undersigned of the sum of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, the undersigned hereby give and grant unto the aforesaid Company, its successors and assigns, the uninterrupted right, liberty and privilege to install and maintain on premises of the under

SWORN and subscribed before me, the day and year aforesaid. Witness my hand and seal.
James M. Dundar, Notary Public. : NOTARIAL :
My commission expires Feb. 12, 1941. : SEAL :

Handwritten: Book 70
167

I am not a director, officer, nor stockholder in the bank, banking institution or trust company to which I heroby act as a Notary Public.
State of Pennsylvania, County of Phila.:SS

On this 19th day of March A.D. 1938, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, residing in Phila. Pa. personally appeared Carl K. Mueller, Asst. Cashier of Central-Penn National Bank, who being duly sworn according to law says that he was personally present at the execution of the within Grant and saw the common or corporate seal of the said Corporation duly affixed thereto; that the seal so affixed is the common or corporate seal of the said Corporation; that the said Grant was duly sealed and delivered by Stanley E. Wilson Vice President of the said Corporation, as and for the act and deed of the said Corporation, for the uses and purposes therein mentioned, and that the names of this affiant as Asst. Cashier and of Stanley E. Wilson as Vice President of the said Corporation, subscribed to the within Grant in attestation of its due execution and delivery are in their and each of their respective handwritings.
E. K. Mueller.

SWORN and subscribed before me, the day and year aforesaid. Witness my hand and Seal.
I am not a director, stockholder nor officer in the bank for which I heroby act as Notary Public.
Raymond C. Kaelin, Notary Public : NOTARIAL :
My commission expires May 11, 1940. : SEAL :

Transcribed by: Groff
Compared by: DENGLER HALLMAN
Recorded: March 26, 1938.

RIGHT OF WAY GRANT : Frank Comstock J. Fleck (U2610)
FRANK COMSTOCK ET EX : BY IT KNOWN that for and in consideration of the payment by Philadelphia
TO : Electric Company to the undersigned of the sum of One Dollar (\$1.00), and
PHILADELPHIA ELECTRIC CO. : for other good and valuable considerations, the receipt whereof is heroby
: acknowledged, the said Company, its successors and assigns, is heroby
: granted by the undersigned, owners of premises situate along the east side
: of Devereaux Road (Township Road), at a point approximately 2400 feet
north from intersecting highway known as Creek Road, and extending north for a distance of approximately 2500 feet, bounded on the north by Fairview Church property and on the south by Mort Farr, in the Township of Wallace, County of Chester, State of Pennsylvania, the uninterrupted right, liberty and privileges to install and maintain upon the aforesaid premises one anchor guy, guy wires and appurtenances for the purpose of stabilizing the pole line along the east side of aforesaid Devereaux (Township) Road; including the right of ingress and egress to inspect, remove, repair or remove the said anchor guy, guy wires and appurtenances. The said anchor guy, guy wires and appurtenances are to be located at a point approximately 2255 feet north of Creek Road and 10 feet east from the east side of Devereaux (Township) Road.
EXECUTED this 9th day of March A.D. 1938.

Witnesses:
John Fleck Frank Comstock (SEAL)
Helen Sansonig Elsie E. Comstock (SEAL)
I heroby certify that the actual consideration is less than \$100.00.
H. S. Roberts, Agent.

State of Pennsylvania, County of _____:SS
On this 9th day of March A.D. 1938, before me, the Subscriber, a Justice of the Peace in and for the Commonwealth of Pennsylvania, residing in Wallace Twp., personally appeared the above named Frank Comstock and Elsie E. Comstock, his wife, and in due form of law acknowledged the foregoing Grant to be their act and deed and desired the same might be recorded as such.

WITNES my hand and Official Seal the day and year first aforesaid.
Helen Sansonig, Justice of the Peace : OFFICIAL :
Wallace Twp., Chester Co., Pa. : SEAL :
My commission expires 1st Mon. in Jan. 1941.

Solicited by: John Fleck.
Transcribed by: Groff
Compared by: DENGLER HALLMAN
Recorded: March 29, 1938.

107

74-7350

BOOK 112 PAGE 329

RIGHT OF WAY GRANT

Be it known that for and in consideration of the payment by PHILADELPHIA ELECTRIC COMPANY of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the undersigned hereby grant (s) to Philadelphia Electric Company, its successors and assigns, the right to erect, install, operate, maintain, renew, add to, relocate, and remove such facilities, including poles, cross arms, wires, cables, conduits, manholes, gas mains, gas service pipes, and appurtenances, as shall be necessary for the transmission and distribution of electricity and gas within the legal right of way limits of a public highway known as TOWNSHIP (FAIRVIEW-SPRINGTON) ROAD on the Westerly side thereof, as now existing or as may be hereafter established, abutting premises of the undersigned (part of the aforesaid facilities such as wires, cross arms and appurtenances overhanging the said premises adjacent thereto) located at a point 2095 feet South of Glenncocks-Fairview (Little Conestoga) Road and extending South for a distance of 975 feet, bounded on the North by lands now or late of J. Russell Comstock and on the South by lands now or late of Reveraux Foundation.

ALSO, an anchor guy on the East side of Township (Fairview-Springton) Road at a point approximately 1200 feet South of the North property line of premises of the undersigned and extending Eastwardly for a distance of approximately 15 feet,

in the Township of Wallace, County of Chester, Commonwealth of Pennsylvania, with right of ingress and egress to and from said facilities and right to trim and keep trimmed, in a workmanlike manner, all trees and branches of trees, to the extent deemed necessary by the Company to provide sufficient clearance for the protection of the aforesaid facilities.

The Company is further granted the right to locate said poles outside the limits of said highway but adjacent thereto; also the further right to install outside the limits of said highway such anchors and guys as may be necessary to stabilize said poles.

No. 107 W-32 6854, 101

EXECUTED this 25th day of April A. D. 1957

In the presence of:

| | |
|--------------------------|------------------------------|
| <u>William A. Jarley</u> | <u>Frank Comstock</u> [SEAL] |
| _____ | Frank Comstock [SEAL] |
| _____ | _____ [SEAL] |
| _____ | _____ [SEAL] |

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Chester

On this, the 25th day of April, 1957, before me, Cl. V. Atkinson (Public), the undersigned officer, personally appeared Frank Comstock (Widower), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

"I hereby certify that the true, full and complete value of this transaction is \$1.00"
Cl. V. Atkinson Notary



Received and paid
Coded in Chester
June 1, 1957 at 10:57
to the name Frank Comstock
Bk. 112 page 329

William A. Jarley
Title of Officer
My Commission Expires January 6, 1961
By Commission Expires January 6, 1961
1-6-1961



Jun 17 11 33 AM '61

VV W-11016

RECORDER OF DEEDS

In consideration of the payment of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the undersigned grant(s) unto PHILADELPHIA ELECTRIC COMPANY its successors and assigns, the right to erect, construct, install, use, inspect, maintain, repair, renew and remove an anchor guy with guy wires and appurtenances in and upon the premises of the undersigned, Situate on the southeast side of FAIRVIEW ROAD, said anchor guy to be located at a point approximately immediately north of and adjacent to the southerly boundary line of premises of the undersigned and to extend 10 feet southeast from pole line at this location.

in the Township of WALLACE, County of CHESTER and Commonwealth of Pennsylvania; together with the right of ingress and egress for the purposes aforesaid.

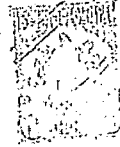
EXECUTED this 18th day of April A.D. 1961

In the presence of:

Jouvenel B. Yeasley Frank Comstock (SEAL)
Frank Comstock

Elvie E. Comstock (SEAL)
Elvie E. Comstock

"I hereby certify that the true, full and complete value of this transaction is \$1.00"
Elvie E. Comstock



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WALLACE

On this, the 18th day of April, 1961, before me A. Notary Public, the undersigned officer, personally appeared Frank Comstock, widower, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that is executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Jouvenel B. Yeasley
Notary Public
Chester County, Pennsylvania
My Commission Expires 10/1/61

Rec. in Ches. Co. Pa. in Misc. Deed
Bk. 138 Page 307

022K 138 PAGE 307

My Commission Expires

C-155431-100C (100 X)

TA. H. H. H. H. H.

10-3-1961

13.00

Line No. 1
R/W No. 67A
APE No. 0541
Draft No. 34427
Rods 71

COMMONWEALTH OF PENNSYLVANIA ss. KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF CHESTER

That the undersigned Grantors, for, and in consideration of, the sum of Five thousand three hundred twenty-five and 00/100 (\$ 5,325.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and warrant unto Texas Eastern Transmission Corporation, a Delaware corporation, ("Grantee"), its successors and assigns, for the purpose hereinafter provided a temporary right of way and easement consisting of a thirty-seven and one half foot (37½') wide strip of land located parallel with and adjacent to the Southerly side of the existing fifty foot (50') wide right of way and easement acquired by Grantee's predecessor pursuant to that Order Vesting Title dated August 12, 1946 and recorded in Book G-22, page 217 in which fifty foot (50') wide right of way and easement two pipelines have been constructed. The thirty-seven and one half foot (37½') wide strip of land together with the fifty foot (50') wide existing right of way and easement sometimes collectively are referred to herein as the "Easement Area". The Easement Area shall be used for the purpose of providing the necessary right of way and easement for the construction, laying, replacement and change of size of the existing Southerly pipeline and appurtenances thereto for the transportation of oil, gas, petroleum products or any other liquids, gases, or substances which can be transported through pipelines, under, upon, over and through the Easement Area which is located upon Premises which the undersigned owns or in which the undersigned has an interest situated in the Township of Wallace, County of Chester, Commonwealth of Pennsylvania, described as follows:

RETURN TO
Return To
St. J. G. Malvern
Rights-of-way & Land Dept.
Texas Eastern Transmission Corp.
P.O. Box 2521
Houston, Texas 77252

BK 1529 PG 187

+

ALL THAT CERTAIN tract of land, with dwelling, barn and other buildings erected thereon, hereditaments and appurtenances, Situate on the East side of Devereux Road (T-410), in the Township of Wallace, County of Chester, and Commonwealth of Pennsylvania, bounded and described according to a survey thereof by K.R. Comstock, Jr., Registered Land Surveyor, Glen Moore, Pennsylvania, dated October 1, 1968, as follows, to wit:

BEGINNING at a nail in the middle of Devereux Road (as shown on said Plan) in line of land of Russell Comstock, said point being distant One thousand seven hundred thirty feet, more or less, as measured in said road, South from the centerline of Pariview Road (LR 15148), thence from the said beginning point, leaving Devereux Road, by land retained by the grantor herein, Frank Comstock, the following five courses and distances, to wit: (1) South Eighty-five degrees, fifty-six minutes East, Five hundred forty-eight and sixty one-hundredths feet to an iron pin; (2) South Twelve degrees, six minutes East, Three hundred seventy-seven and ten one-hundredths feet to an iron pin; (3) South Twenty-nine degrees, eleven minutes West, Three hundred thirty-seven and eighty one-hundredths feet to a stake in a stone fence; (4) South Seventy-one degrees, twenty-four minutes East, along and in aforesaid stone fence, Seven hundred thirty feet to a stake; (5) South Thirty-nine degrees, thirty-three minutes West, Two hundred thirty-eight and fifty one-hundredths feet to an iron post, formerly a black oak tree and an original corner of a larger tract of land of which this hereindescribed tract is a part; thence by land of Mort Farr, the following five courses and distances, to wit: (1) South Seventy-one degrees, fifty minutes West, along in a stone fence, Four hundred twenty and fifty one-hundredths feet to an iron pipe; (2) South Eighty-nine degrees, forty-five minutes West, continuing in said stone fence, Two hundred feet to an iron pipe; (3) North Twenty-seven degrees, twenty-six minutes West, One hundred twenty-six and thirty one-hundredths feet to an iron pipe by a walnut tree; (4) North Sixty-four degrees, thirty-three minutes West, Two hundred twenty-two and forty one-hundredths feet to an iron pipe; (5) North Fifty-four degrees, twenty-three minutes West, crossing a small spring run, Three hundred sixty and fifty one-hundredths feet to a spike in the middle of the heretofore mentioned Devereux Road; thence along in said road, by land of the grantor, North Twenty-nine degrees East, a distance of One hundred eighty-five and five one-hundredths feet to a point; thence by land of the same, and in the public road, North Eleven degrees, eighteen minutes East, a distance of One hundred fifty-four and ninety five one-hundredths feet to a point; and still in said road, by land retained by the grantor and land of Russell Comstock, North Three degrees, seventeen minutes East, a distance of Five hundred twenty-one and forty-one hundredths feet to the place of beginning.

CONTAINING 19.437 acres of land be the same more or less.

More fully described in that deed recorded at Volume 038 page 284 of the Deed Records of said County and State.

The said thirty-seven and one half foot (37½') wide temporary right of way is to be used as working area only during the replacement of such pipeline and shall cease and terminate upon the completion of said replacement or on December 31, 1990, whichever occurs first.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, with ingress and egress to and from the Premises, for the purposes herein granted. The rights herein granted may be assigned in whole or in part.

The Grantors are to fully use and enjoy the Premises, except for the purposes granted to the Grantee, its successors and assigns, and provided the Grantors shall not construct, plant or place, nor authorize others to construct, plant or place any houses, structures, trees or other obstructions on or over, or that will interfere with the construction, maintenance or operation of, any pipeline or appurtenances constructed hereunder or prior hereto, and will not change the grade over such pipelines.

Grantee hereby agrees to pay any physical damages which may arise from the construction of said pipeline and appurtenances, including but not limited to growing crops, trees and fences, and further agrees to restore the right of way surface to the condition which prevailed prior to construction, insofar as is practicable.

This document contains all of the promises, terms and provisions of the agreements made by the parties hereto, and it is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

IN WITNESS WHEREOF, this instrument is executed this 15th day of March, 1989

WITNESS:

Weldin

MPB

GRANTORS:

Joseph E. Heim, III
Joseph E. Heim, III
Patricia J. Heim
Patricia J. Heim

BK 1529 PG 189

CCHMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CHESTER :

On this 15th day of March, A.D. 1989,
before me, the subscriber, a Notary Public, personally appeared
Joseph E. Heim, III and Patricia J. Heim, his wife, known (or
satisfactorily proven) to me to be the persons whose names are
subscribed above and severally acknowledged that they executed
the same for the purpose therein contained and the same to be
recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year aforesaid.

NOTARIAL SEAL
LAURA WOLF SHUR, Notary Public
Radnor Twp., Delaware Co.
My Commission Expires Jan. 28, 1991

Laura Wolf Shur
NOTARY PUBLIC
DELAWARE COUNTY, PENNSYLVANIA

My commission expires on the 28 day of Jan.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
PAID BY
DATE
AMOUNT
53.25

MUNICIPAL TRANSFER TAX
PAID IN AMOUNT OF \$ 53.25

Jayal M. de...
COLL *de...*



093786

RECORDER OF DEEDS
CHESTER COUNTY, PA.
89 MAY -8 PM 2:06

1350

BK 1529 PG 191

DECLARATION OF GENERAL CONDITIONS
FOR COVENANTS UNDER ACT 515
ADOPTED BY THE COUNTY OF CHESTER

INTENDING TO BE LEGALLY BOUND, the COUNTY OF CHESTER (hereinafter called "COUNTY"), and any and all persons, firms, corporations, or other entities owning real estate in Chester County, Pennsylvania, who are or become bound by these conditions (whether singular or plural hereinafter called "OWNER"), agree as follows:

1. COUNTY has enacted a plan for implementation of Act 515, P.L. 1292 (1965), January 13, 1966, (16 P.S. 11941, et seq) (hereinafter called "ACT 515"). The General Conditions set forth in this Agreement are intended to be incorporated by reference into written Agreements constituting covenants running with the land between the COUNTY and one or more OWNERS desiring to employ the benefits of ACT 515. The Agreement and Covenant between the COUNTY and OWNER shall designate the specific tract or tracts of land owned by OWNER and is hereinafter referred to as "covenanted land" or "land to be covenanted."

2. OWNER warrants that he is the owner of the land to be covenanted as is more particularly described in a written application made by OWNER to the COUNTY, which application is incorporated herein by reference in its entirety. All references in this Agreement to "OWNER" and all of the rights, privileges, duties and liabilities of OWNER shall include and inure to the benefit of and be binding upon OWNER'S heirs, personal representatives, successors and assigns.

3. COUNTY acknowledges that OWNER'S land to be covenanted subject to the provisions of Act 515 and is designated as farm, forest, water supply or open-space land in the plan duly adopted by the County's Planning Commission.

4. OWNER agrees that from January 1 following the execution of the Contract and Covenant between OWNER and COUNTY and its approval by the Court, and upon recording in the office of the Recorder of Deeds, (hereinafter called the Effective Date), the OWNER will preserve the covenanted land in one or more of the designated uses as set forth in ACT 515, as is more particularly set forth in the specific Agreement between COUNTY and OWNER; which covenant shall be binding upon and run with the covenanted land, that the covenanted land will remain in the use as is more particularly described in the Contract and Covenant between OWNER and COUNTY for a period of ten (10) years commencing with the effective date of the Contract and Covenant.

5. COUNTY hereby covenants and agrees with OWNER that the real property tax assessment for the covenanted land for a period of ten (10) years commencing with the effective date of covenant will reflect fair market value of the land as restricted by the covenant.

6. From time to time, as required by law, County shall review the value of all real estate in the County. In the event any change or changes in circumstances alters the fair market value of the covenanted land, either COUNTY or OWNER may apply to reassess or contest the assessment or reassessment or the covenanted land to revise "the covenant-free assessment and the covenanted assessment". Any such revision shall be governed by the appeal procedure for real estate tax assessments generally, as it applies to the County of Chester.

7. Each year on the anniversary date of effective date (January 1) of the covenant, it shall be extended for one (1) year, unless:

TA 207, 688
431, 655
ST. 26571M

1-197-11

TA 11, 1213

TA 216, 1570

ICC-3936
155-3507

Jun 17 11 59 AM '70

RECORDED
DEEDS
OFFICE

F.A.P.P. 205-700-C

2-22-70

PA 4348

2-21-66-2

abco 1394

2-22-70
RT-603, 6702, 8940

100-PA

2357-G
4763-G

DW 1468-1

(a) At least thirty (30) days prior to any anniversary date of the effective date of the covenant OWNER notifies COUNTY that OWNER wishes to terminate the Contract and Covenant at the expiration of ten (10) years from the anniversary date, or

(b) At least thirty (30) days prior to an anniversary date of effective date of covenant, which date shall be considered the first effective date for the covenant and assessments subject to the covenant, COUNTY notifies OWNER it wishes to terminate the covenant at the expiration of ten (10) years from the anniversary date, on the sole ground that the plan designating the covenanted land as farm, forest, water supply or open-space land has been amended officially so that the designation of the covenanted land is no longer in accord with the plan.

8. Notification of the desire by either COUNTY or OWNER to terminate the covenant shall be given by Certified Mail to the other party.

9. If OWNER, while the covenant is in effect, subdivides, conveys in part or alters the use of the land or any portion thereof to any use other than that specified in the Contract and Covenant between OWNER and COUNTY, such subdivision, conveyance in part and/or alteration shall constitute a breach of the covenant.

10. In the event of a breach of the covenant by OWNER, OWNER shall pay to COUNTY at the time of the breach, as liquidated damages:

The difference between the real property taxes paid and the taxes which would have been payable absent the covenant, plus compound interest at the rate of five percent (5%) per year from the date of entering the covenant to the date of its breach or from a date five (5) years prior to the date of its breach, whichever period is shorter. Should ACT 515 be amended to change the period for which liquidated damages are payable, OWNER and COUNTY agree that this Covenant be amended accordingly.

11. Any person or municipal body may notify COUNTY of an alleged breach of the Covenant by OWNER, and if COUNTY determines prima facie that a breach has occurred, it shall give written notice to OWNER of the date or dates and nature of the alleged breach and the OWNER shall have the right to a hearing before the Board of Assessment Appeals. Any person aggrieved by the decision of the Board of Assessment Appeals as to whether a breach has occurred or not, shall have the right of appeal in the same manner and within the same limitations as applied with regards to the appeals from tax assessments, as it applies to the County of Chester.

12. OWNER hereby authorizes the COUNTY, or its agents, or its employees to enter upon and inspect the covenanted land, from time to time, to determine if OWNER is complying with his covenant.

13. The COUNTY appoints and designates the County Solicitor as its authorized representative to "Approve" the Covenant on behalf of the COUNTY.

14. The acquisition by lease, purchase, or eminent domain, and use of rights-of-way or underground storage rights in the covenanted land by a public utility or other body entitled to exercise the power of eminent domain shall not constitute a subdivision, conveyance in part, or an alteration of use or a breach of covenant.

15. If any provision of these General Conditions or Contract and Covenant be declared invalid, or inapplicable, to any person or circumstances, the remaining terms and conditions shall

remain in full force and effect. However, if the covenanted assessment be declared invalid, unconstitutional, illogal, or inapplicable and taxes are imposed based upon the covenant-free assessment, then these General Conditions shall be null and void and of no effect.

These General Conditions are declared and adopted the 14th day of MAY, 1974.

COUNTY OF CHESTER

BY Theodore S. A. Rubine (SEAL)

Monroe L. Nute (SEAL)

Leo D. McDermott (SEAL)

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CHESTER :

: ss.

On this 14th day of May, A. D., 1974, before me, the subscriber, personally appeared Theodore S. A. Rubine, Monroe L. Nute and Leo D. McDermott, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Heena Sringer
HEENA SRINGER, Notary Public
COSTESVILLE, CHESTER, CO., PA.
My Commission Expires March 20, 1977

Jean K. Cital
RECORDER OF DEEDS

Rec. in Chester Co. Po. in
1742 240 335

240 337

CONTRACT AND COVENANT (UNDER "ACT 515")

THIS CONTRACT AND COVENANT, made this 5th day of

August

, 1976, between

Joseph E. Heim III
and

Patricia J. Heim
and COUNTY OF CHESTER,

Re: Tax Map Parcel # 31-4-73.1; 31-4-73.4

Deed Book 556, page 398
2622 122

In consideration of the mutual promises contained herein and intending to be legally bound, the undersigned property owner (whether singular or plural "OWNER") and the County of Chester ("COUNTY") agree as follows:

1. COUNTY will assess the conveyed land for real estate tax purpose at fair market value as restricted by this Covenant and OWNER, as Grantor, at or before the seal and delivery of these presents, the receipt of which is hereby acknowledged, has and does grant, bargain, sell, alien, entreat, release, convey, and confirm unto COUNTY, as Grantee, an interest in the land in the nature of a covenant running with the land. Said land is the entire parcel or portion of Tax Map Parcel No. described in Deed Book and page mentioned above, and is set forth or described in Application heretofore filed by OWNER.

2. This Agreement and the covenant herein granted by OWNER unto COUNTY shall constitute a covenant within the meaning of Act 515, P.L. 1292 (1965), January 13, 1966 (16 P.S. 11941, et seq), (ACT 515), as amended and as amended in the future, effective January 1, 1991.

3. OWNER and COUNTY hereby incorporate herein by reference and make a part hereof as if set forth verbatim all of the

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provisions of the "Declaration of General Conditions for Covenants Under Act 515" adopted by the County of Chester dated July 17, 1974 and recorded in the Office of the Recorder of Deeds in Misc. Deed Book No. 240, page 335.

Approved by County Of Chester

BY [Signature]
County Solicitor

[Signature] (SEAL)
(Owner)

[Signature] (SEAL)
(Owner)

(Owner)

Commonwealth (or State) of Pennsylvania : SS
County of Chester :

On this, the 5th day of October, 1992, before me, the undersigned notary, personally appeared Joseph E. Helm III and Patricia J. Helm

known to me (or satisfactorily proven) to be the person(s) whose name(s) is / are subscribed to the within contract and covenant, and acknowledged that the same was executed for the purposes therein contained and that the same might be recorded as such.

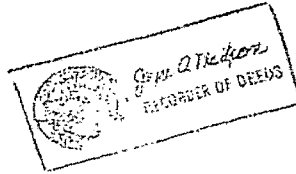
In witness whereof, I hereunto set my hand and official seal.

[Signature] (SEAL)

NOTARIAL SEAL
BARBARA N. BIRD, Notary Public
West Chester, Chester County
Exp. Commission Expires February 13, 1993

RECORDER OF DEEDS
CLERK OF COURT
92 DEC 14 PM 12:14

063953



1300 Q

1300 Q

20.50

WALLACE TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

RESOLUTION NO. 94-7

RESOLUTION NO. 94-7 DESIGNATING 74.48 ACRES OF LAND SITUATE IN WALLACE TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, TO BE INCLUDED IN THE WALLACE TOWNSHIP AGRICULTURAL SECURITY DISTRICT, ESTABLISHED BY RESOLUTION NO. 89-7 ON AUGUST 16, 1989, PURSUANT TO THE TERMS AND PROVISIONS OF ACT 43 OF 1981, AS AMENDED.

WHEREAS, on August 16, 1989, the Wallace Township Board of Supervisors adopted Resolution No. 89-7 on August 16, 1989, to create an Agricultural Security District with certain tracts of land comprising 662.046 acres, more or less, within Wallace Township; and

WHEREAS, on March 21 and 31, 1994, the Wallace Township Board of Supervisors received two proposals for modification of the Agricultural Security District; and

WHEREAS, on April 20, 1994, pursuant to Section 4 of the Act, the Wallace Township Board of Supervisors reappointed the Agricultural Area Advisory Committee to review the proposals and to advise the Township Board of Supervisors regarding the proposals; and

WHEREAS, the proposals were submitted to the Wallace Township Planning Commission and the Agricultural Area Advisory Committee for their review as required by said Act; and

WHEREAS, the Wallace Township Board of Supervisors received recommendations regarding the proposals from the Planning Commission and the Agricultural Area Advisory Committee; and

WHEREAS, on or about May 18, 1994, Notice of a Public Hearing to be held on June 1, 1994, at 7:30 PM at the Wallace Township Municipal Building, Fairview and Indiantown Roads, Glen Moore, Pennsylvania, to consider the original Proposal, written Amendments thereto, and Proposed Recommendations for the creation of the Agricultural Area was sent to the aforementioned two landowners who proposed modifications to the original District, thus increasing the total acreage of the District from 662.046 acres to 736.526 acres, more or less; and

WHEREAS, on May 23, 1994, the aforementioned Notice of Public Hearing was printed in the Daily Local News and was posted in five conspicuous places within, adjacent to, or near the proposed area; and

NOW, THEREFORE, BE IT RESOLVED, that the proposal to amend the Agricultural Security District with certain tracts of land comprising 74.48 acres (more or less) within Wallace Township is hereby adopted, and the said tracts of land are hereby declared to be added to the Wallace Township Agricultural Security District No. 1; and

IT IS FURTHER RESOLVED, pursuant to the Act, that the officials of Wallace Township are hereby authorized and directed on behalf of the Township and its residents to implement all terms and provisions of said Act as relate to this proposal, hereby adopted, including but not limited to the filing with the Chester County Recorder of Deeds and the Wallace Township Planning Commission a description of the Wallace Township Agricultural Security District No. 1 in accordance with said Act, attached hereto as Exhibit "A," and to conduct reviews every seven (7) years regarding the need to continue the aforementioned Agricultural Security District No. 1, as adopted, and to take such other actions required or necessary to effect compliance with said Act.

RESOLVED AND ADOPTED, this 1st day of June, 1994.

WALLACE TOWNSHIP
BOARD OF SUPERVISORS:

Alice C. Halsema
Alice C. Halsema, Chairman

Absent
Jane M. Shields, Vice Chairman

ATTEST:

Albert M. Greenfield, Jr.
Albert M. Greenfield, Jr., Supervisor

Jan C. Bednarchik
Jan C. Bednarchik, Secretary

COMMONWEALTH OF PENNSYLVANIA:

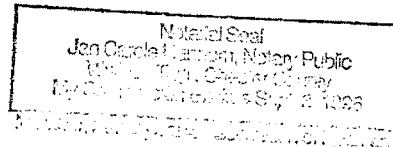
COUNTY OF CHESTER:

On this, the 1st day of June, 1994, before me a notary public, the undersigned officer, personally appeared Alice C. Halsema and Albert M. Greenfield, Jr., known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Jen Carole Hannum

Notary Public



RESOLUTION NO. 94-7

EXHIBIT "A"

MODIFICATION TO
WALLACE TOWNSHIP AGRICULTURAL SECURITY DISTRICT NO. 1

- | | | |
|----|---|--------------------------|
| 1. | William B. Moore and James O. Moore Tax Parcel No. 31-2-25 (part of) | 12.48 acres |
| 2. | Joseph E. Heim, III, and Patricia J. Heim Tax Parcel No. 31-4-73.1 Tax Parcel No. 31-4-73.4 | 19.4 acres 42.6 acres |

TOTAL: 74.48 acres

PROPOSAL FOR THE CREATION OR MODIFICATION OF AN AGRICULTURAL SECURITY AREA

This form is to be completed by the landowner(s) who propose(s) to form an agricultural security area under the Agricultural Area Security Law (Act 43 of 1981). One copy of this form is to be submitted to the local unit of government in which the proposed agricultural area is located. If the proposed area is located in more than one local unit of government, the proposal shall be submitted to all governing bodies affected. The tax parcel number can be obtained from the property tax notice. In counties without tax parcel numbers, use account numbers. In cases of joint ownership, all owners must sign the proposal.

| | |
|--|---------|
| LOCAL GOVERNMENT UNIT USE ONLY | |
| DATE RECEIVED | 3-21-94 |
| HEARING DATE | 6-1-94 |
| ACTION TAKEN: | |
| <input checked="" type="radio"/> APPROVED W/O MODIFICATION | |
| <input type="radio"/> MODIFIED, THEN APPROVED | |
| <input type="radio"/> REJECTED | |

1. Location of the proposed area: Wallace Township Chester
 (Township, Borough or City) (County)

2. Total acreage in area: _____

1. Names and addresses of landowners proposing the area. Use additional paper with just columns if needed. Signers to this proposal give their consent to include the described land in the agricultural security area once it is approved.

| Landowner's Name (PRINTED) and Signature (BELOW NOTED LINE) | Address (PRINT) | County Tax Parcel or Account Number | Acreage |
|---|--|-------------------------------------|---------|
| William B. Moore <i>William B. Moore</i> | 431 Indian Creek Road Harleysville PA 19438 | Part of 31-2-25 | 12.48 |
| James O. Moore <i>James O. Moore</i> | (Same as above) | " | " |
| | | | |
| | | | |
| | | | |
| | | | |

DATE RECEIVED 3-31-94
HEARING DATE 6-1-94
ACTION TAKEN:

- APPROVED W/O MODIFICATION
- MODIFIED, THEN APPROVED
- REJECTED

This form is to be completed by the applicant(s) who propose(s) to form an agricultural area under the Agricultural Area Security Law (Act 43 of 1981). Three copies of this form, including required map (see below) are to be submitted to the local unit of government in which the proposed agricultural area is located. If the proposed area is located in more than one local unit of government, the proposal shall be submitted to all governing bodies affected. The tax parcel number can be obtained from the property tax notice. If the number can't be found, substitute the deed reference numbers for the property.

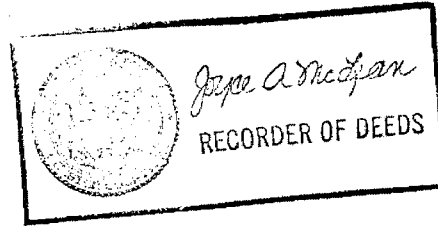
A county tax map, a U.S. Geological Survey topographic map, or other map base as specified by the local government unit showing the boundary of the proposed agricultural area and the boundaries of the properties owned by the undersigned applicants within the proposed agricultural area shall be attached to each copy of this form. Properties owned by each of the applicants shall be identified on each map.

1. Location of the proposed area: Wallace Township
(Township, Borough or City) Chester
(County)
2. Total acreage in proposed area _____ 3. Total acreage owned by landowners proposing the area _____

4. Names and addresses of landowners proposing the area. Use additional paper if needed. Signers to this proposal give their consent to include the described land in the agricultural area once it is approved.

| Landowner's Name and Signature | Address | Tax Parcel Number | Total Acreage Owned in Area |
|---|---------------------------------|-------------------|-----------------------------|
| Joseph E. Heim III & Patricia J. Heim <i>Joseph E. Heim III Patricia J. Heim</i> | 599 Devereaux Rd., Glenmoore PA | 31-4-73.1 | 19.4 |
| Joseph E. Heim III & Patricia J. Heim <i>Joseph E. Heim III Patricia J. Heim</i> | 599 Devereaux Rd., Glenmoore PA | 31-4-73.4 | 42.6 |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |

PK 3775961962



DATE: 06/28/1994 TIME: 10:12A INST NO.: 50057

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

| | | | |
|--------------|--------|------------|-------|
| RECEIPT NO : | 042994 | TYPE DOC : | MISC |
| REC FEE | : | | 20.00 |
| LDC RTT | : | | 0.00 |
| ST RTT | : | | 0.00 |
| WRIT TAX | : | | 0.50 |

RETURN TO

Wallace Twp
PO Box 96
Glen Moore 19343

BK 3775 PG 1963



County of Chester, Pennsylvania

| OFFICIAL USE | | |
|--|---|---------------------|
| Agricultural Use <input checked="" type="checkbox"/> | Agricultural Reserve <input type="checkbox"/> | |
| Forest Reserve <input type="checkbox"/> | Disapproved <input type="checkbox"/> | |
| Assessment Office | | Date <u>9/14/97</u> |
| Recorded: | Record Book | Page |
| | | Date |

APPLICATION FOR USE VALUE ASSESSMENT OF LAND FOR REAL ESTATE TAX PURPOSES UNDER ACT 319 OF 1974 - "CLEAN AND GREEN"

- This application must be completed and executed by all fee simple owners of the property for which application is being made. Should the property be titled in the name of a corporation, the application must be executed by the individual authorized by corporation resolution to do so. Should the property be titled to an entity other than a corporation, the application must be executed by an individual duly authorized to act on behalf of that entity. A copy of the appropriate corporate resolution or authorization must be attached to this application.
- All signatures on this application must be notarized.
- This application may be filed in person or by mail at the Chester County Assessment Office, 235 W. Market Street, Suite 200, West Chester, Pennsylvania 19382-2914. Any questions regarding the proper completion of the application are to be directed to the Assessment Office at the above address or by calling (610) 344-6105.
- Act 319 of 1974, as amended, requires that this application be POSTMARKED by *June 1st* in order to be effective for the calendar tax year commencing the following January 1st. There is an open enrollment period each tax year between March 1 and June 1.
- A processing fee (\$36.50) and a recording fee (\$13.50) must be remitted with this application. Attach one check in the amount of \$50.00, payable to the "TREASURER OF CHESTER COUNTY." NOTE: A SEPARATE APPLICATION IS REQUIRED FOR EACH DEEDED PARCEL.

Qualification for enrollment of your property into the Act 319 preferential assessment program is determined by meeting the minimum requirements established for any one of three land use categories: Agricultural Use, Agricultural Reserve, or Forest Reserve. The specific eligibility requirements are contained on the Commonwealth of Pennsylvania, Department of Agriculture form number AAO-86 and Chester County's Act 319 policy brochure. The eligibility of this parcel will be determined, utilizing your responses to the questions contained on the reverse side of this application. ALL QUESTIONS MUST BE ANSWERED. You may attach separate explanatory sheets should you feel your responses require additional detail.

This application complies with the uniform standards developed for preferential assessment applications by the Commonwealth of Pennsylvania, Department of Agriculture on form AAO-82 - May, 1975.

| | | | |
|---|--|----------------|---------|
| PARCEL NUMBER (S): | • 31 - 4 - 73.1 | ACREAGE: | 19.4 |
| | | ACREAGE: | |
| PROPERTY LOCATION: | 100 DEVEREUX RD GLENMOORE PA | | |
| | Wallace Municipality (Name of City, Borough, or Township) | | |
| OWNER'S NAME(S): | Heim III | Joseph | E |
| | Last | First | Initial |
| | Heim | Patricia | J. |
| | Last | First | Initial |
| (Other than individuals, use first line only for entity or corporation name, second for name of authorized individual.) | | | |
| MAILING ADDRESS: | 100 DEVEREUX RD | | |
| | Number | Street | State |
| | GLENMOORE | PA | 19343 |
| TELEPHONE NUMBER: | 610 889-9911 | 610 942-4829 | ZIP |
| | Daytime Number | Home Number | |

BK 4261 PG 1858

Answer all questions!

| | N/A | Yes | No | | N/A | Yes | No |
|--|-------------------------------------|-------------------------------------|-------------------------------------|--|-------------------------------------|-------------------------------------|-------------------------------------|
| 1. Is this parcel 10 contiguous acres or more in size? | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 7. If this parcel is found <i>not eligible under Agricultural Use or Forest Reserve</i> , do you want it considered under Agricultural Reserve Land when you understand that this category requires that the land be non-commercial, open to the public for recreation, at no charge or fee, and with no discrimination against any person using the land? | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Does this application represent the total acres in the parcel? | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | If your answer is "yes" to Question 7, do you agree to these stated conditions? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If this parcel is <i>less than 10 acres</i> , can you verify that the land is now devoted to Agricultural Use and that the land will be used to generate \$2,000 annual gross income? (Proof will be required.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8. Do you understand that if this application is approved, it will remain in effect continuously until the land owner changes the agricultural use from the approved category? At that time a roll-back tax, plus interest, must be paid for a period not to exceed seven (7) years. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If this parcel has open tillable land, is it now devoted to Agricultural Use, and has it been so for the preceding three years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 9. Please check each that applies: | | | |
| 5. If this parcel has Forest Land, is the land stocked with trees of any size, and is it capable of producing wood products in excess of 25 cubic feet per acre each year? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | A. Do you have an approved Conservation plan? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 6. Do you or anyone else currently conduct a non-agricultural commercial business on this land parcel that exceeds two acres? | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | B. Is this parcel now approved under Act 515? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| If the answer is "yes", list or describe those activities below: | | | | C. Do you lease any minerals on this parcel? | | | |
| _____ | | | | Inactive _____ Active _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| _____ | | | | D. Is this parcel located next to environmentally significant areas such as parks, historic areas, lakes, etc.? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| _____ | | | | | | | |

The applicant for preferential assessment hereby agrees, if his/her application is approved for preferential assessment, to submit 30 days notice to the county assessor of a proposed change in use of the land, a split-off of a portion of the land, or a conveyance of the land. The undersigned declares that this application, including all accompanying schedules and statements, has been examined by him/her, and to the best of his/her knowledge and belief is true and correct.

Joseph E. Heim III 7/15/97
 Signature Date

Patricia J. Heim 7/15/97
 Signature Date

 Signature Date

 Signature Date

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CHESTER : SS.

On this, the 15th day of July, 1997, before me, a Notary Public, the herein signed, did personally appear Joseph E. Heim III / Patricia J. Heim known to me (or satisfactorily proven) to be the person whose name is subscribed and executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Notary Public: Karen L. Walton

My Commission Expires:
 (SEAL)

NOTARIAL SEAL
 KAREN L. WALTON, Notary Public
 Malvern, PA, Chester County
 My Commission Expires May 24, 1999

INSTRUMENT
 Copy not legible for
 microfilming

**RENEGOTIATION OF ACT 515 CONTRACT
AND COVENANT PURSUANT TO ACT 319**

OWNER: Joseph E. Heim, III and Patricia J. Heim

RE: Tax Map Parcel No.: 31-4-73.1

RECORDER OF DEEDS REFERENCE: 3399 Page 416

LAND COVENANT DOCKET NO.: 30-1993

1. The undersigned Owner(s), or their predecessors in title, and the County of Chester have heretofore entered into a Contract and Covenant under the provisions of the Act of January 13, 1966, P.L. (1965) 1292, as amended, 16 P.S. § 11941, et seq., which Contract and Covenant is dated Aug. 5, 1972, and recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, and in the Land Covenant Docket in the Office of the Prothonotary as set forth above.

2. Intending to be legally bound and for the mutual promises contained herein, the undersigned Owner now desires to and hereby does renegotiate the Act 515 Contract and Covenant and the County of Chester hereby agrees and does so renegotiate. Both parties to this renegotiation agree to modify and amend the existing Act 515 Contract and Covenant to conform to and to include all terms and conditions of Act 319 (72 P.S. § 5490.01 to 5490.13), and to incorporate in this Agreement any future amendments to Act 319.

3. Owner agrees that "roll-back taxes" set forth in Act 319, shall include "liquidated damages" set forth in Act 515. The roll-back taxes and liquidated damages shall be paid either for: (a) a period not to exceed the seven (7) year period provided in Act 319; or (b) the period of time Owner's Act 515 Contract and Covenant was in effect, plus the period of time Owner received Act 319 preferential assessment, not to exceed a period of seven (7) years (i.e. by renegotiation Owner agrees he shall not avoid Act 515 liquidated damages if he no longer is entitled to Act 319 preferential assessment prior to the expiration of seven (7) years.

4. Owner acknowledges receipt of a copy of Act 319 prior to the execution of this Agreement.

APPROVED BY THE COUNTY OF CHESTER

BY:

[Signature]
County Solicitor

[Signature]
Owner

[Signature]
Owner

ACKNOWLEDGEMENT

On this 4th day of June, 1997, before me, a Notary Public, the herein signed, did personally appear Joseph E. Heim/Patricia J. Heim known to me (or satisfactorily proven) to be the person whose name is subscribed and executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Notary Public: [Signature]

NOTARIAL SEAL
KAREN L. WALTON, Notary Public
Malvern Boro, Chester County
My Commission Expires May 24, 1998

PK 26 1 PG 1 860



DATE: 11/20/1997 TIME: 11:33A INST NO.: 69231

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

| | | |
|---------------------|------------|-------|
| RECEIPT NO : 032745 | TYPE DOC : | MISC |
| REC FEE | : | 13.00 |
| LOC RTT | : | 0.00 |
| ST RTT | : | 0.00 |
| WRIT TAX | : | 0.50 |